

AMENDED AND RESTATED
PROMISSORY NOTE

2012 APR -3 PM 3:16

\$4,000,000.00

The District of Columbia
June 30, 2011

As of October 18, 2010, the Republican National Committee, an unincorporated association with an office and principal place of business in the District of Columbia (the "Borrower") executed in favor of Branch Banking and Trust Company, a North Carolina corporation (the "Bank"), that certain Promissory Note (the "Original Note"), payable to the order of the Bank, which evidenced a secured line of credit (the "Loan") in the maximum principal amount of up to Five Million Dollars and 00/100ths (\$5,000,000.00).

As of the date hereof, Borrower has requested that the Bank (i) extend the time for repayment of the outstanding balance of the Loan, and (ii) make certain other modifications and amendments to the terms, conditions, and provisions of the Original Note and any and all other documents evidencing, securing and/or guarantying the Loan (collectively, the "Loan Documents"), and the Bank is prepared to offer such extension and consent to such other modifications and amendments (collectively, the "Extension") upon and subject to the terms and conditions set forth herein and in the Amended and Restated Promissory Credit and Security Agreement (the "Agreement") dated as of even date herewith.

This Amended and Restated Promissory Note (this "Note") amends, restates, renews, extends and modifies the Original Note, without being or constituting a novation, cancellation or termination of the Loan or the indebtedness evidenced thereby.

Borrower and the Bank have agreed to amend and restate the Original Note into this Amended and Restated Promissory Note.

NOW THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Original Note is hereby amended and restated in its entirety, without the same being deemed to be a cancellation or extinguishment of the indebtedness evidenced and secured thereby, or a novation thereof. The Agreement shall hereafter read as set forth below, this Preliminary Statement being incorporated into the Agreement for all purposes hereunder, as if fully set forth in the body of the Agreement:

FOR VALUE RECEIVED, the undersigned, Republican National Committee, an unincorporated association with an office and principal place of business in the District of Columbia (the "Borrower") promises to pay to the order of Branch Banking and Trust Company, a North Carolina corporation (the "Bank"), at its offices at 1909 K Street, NW, Washington, DC 20006, the principal amount of Four Million Dollars and 00/100th Dollars (\$4,000,000.00), together with such other amounts as may be outstanding and payable to the Bank from time to time pursuant to the Agreement, together with interest on any and all principal amounts remaining unpaid hereunder from time to time, all upon the terms and conditions set forth herein and in the Agreement.

12030762693

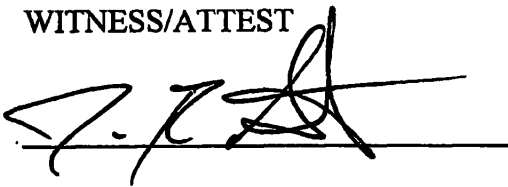
Interest shall be paid upon the unpaid principal amount outstanding hereunder at a rate per annum (calculated on the basis of the actual number of days elapsed over a year of 360 days) equal to the LIBOR Market Index Rate plus 275 basis points (or 2.75%), also as defined in the Agreement, in effect each day during the term of the Note.

Payments of interest shall be made to the Bank, at its offices, on the last day of each calendar month commencing with July 31, 2011, and continuing until this Note has been paid in full.

This Note shall be due and payable in consecutive payments of principal equal to One Million Dollars and 00/100ths (\$1,000,000.00) each, such payments being due and payable in accordance with the terms herewith upon October 5, 2011, January 5, 2012 and April 5, 2012, and Borrower shall pay to the Bank on July 5, 2012 (the "Maturity Date") the then-outstanding principal balance under this Note and all accrued and unpaid interest thereon.

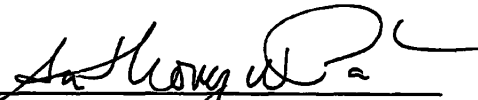
This Note is issued pursuant to the Agreement dated this date between Borrower and the Bank, and is entitled to the benefits thereof, including, without limitation, provisions for prepayment, for security interests, for acceleration, for payment of costs of enforcement, and for an increase in the interest rate upon the occurrence of Events of Default, all as stated in the Agreement. Borrower waives presentment, demand, notice of dishonor and notice of protest.

WITNESS/ATTEST



REPUBLICAN NATIONAL COMMITTEE

By:


Name: Anthony W. Parker
Title: Treasurer

STATE OF District of Columbia
COUNTY OF DC)

I, Diana K. Leo, a Notary Public within and for said County and State, do hereby certify that ANTHONY W. PARKER personally came before me this day and acknowledged that he/she is the Treasurer of the Republican National Committee, an unincorporated association, and that he/she, as such officer, being authorized to do so, executed the foregoing on behalf of such association.

Witness my hand and official seal as of this 30th day of June, 2011.

Notary Public

Diana K. Leo

My Commission Expires: 5/14/2013

Diana K. Leo
Notary Public, District of Columbia
My Commission Expires 5/14/2013

Federal Election Commission
ENVELOPE REPLACEMENT PAGE FOR INCOMING DOCUMENTS
The FEC added this page to the end of this filing to indicate how it was received.

☒

Hand Delivered

Date of Receipt

4/3/12

☐

USPS First Class Mail

Postmarked

☐

USPS Registered/Certified

Postmarked (R/C)

☐

USPS Priority Mail

Postmarked

Delivery Confirmation™ or Signature Confirmation™ Label

☐☐

USPS Express Mail

Postmarked

☐

Postmark Illegible

☐

No Postmark

☐

Overnight Delivery Service (Specify):

Shipping Date

Next Business Day Delivery

☐☐

Received from House Records & Registration Office

Date of Receipt

☐

Received from Senate Public Records Office

Date of Receipt

☐

Received from Electronic Filing Office

Date of Receipt

☐

Other (Specify):

Date of Receipt or Postmarked



PREPARER

(3/2005)

4/3/12

DATE PREPARED

12030762696